

Case No. 1:12-CV-00753
Gwin, J.

presumption. See Proctor & Gamble Co., 78 F.3d at 227 (warning district courts against “abdicat[ing their] responsibility to oversee the discovery process and to determine whether filings should be made available to the public” and against “turn[ing] this function over to the parties,” which would be “a violation not only of Rule 26(c) but of the principles so painstakingly discussed in *Brown & Williamson*”).

A successful protective order motion must show specifically that disclosure of particular information would cause serious harm. See, e.g., Brown & Williamson, 710 F.2d at 1179-80. Here, the movants completely fail to meet this standard, stating instead that a protective order is necessary “to facilitate discovery.” [Doc. 57.] The proposed confidentiality agreement is exceedingly broad and unspecific. The movants ask for blanket authority to designate documents as confidential that they mark as “Confidential—subject to protective order.” [Doc. 57-1, at 2.] However, they have failed to show that public disclosure of any information might cause serious harm or is otherwise warranted.

The movants may move to seal individual documents provided that they make the requisite particularized showing. For example, upon a proper motion, the Court will consider limiting public disclosure of information that is highly sensitive or embarrassing. However, the Court will not simply grant the parties blanket authorization to cloak the entire case under a veil. The Court thus **DENIES** the proposed confidentiality agreement.

IT IS SO ORDERED.

Dated: November 14, 2012

s/ James S. Gwin
JAMES S. GWIN
UNITED STATES DISTRICT JUDGE